

1

2 AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY  
3 OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE  
4 REFUNDING BONDS, TAXABLE SERIES 2020B

5 BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
6 AUSTIN:

7        **SECTION 1: DEFINITIONS AND FINDINGS.** The following terms shall  
8        have the meanings set forth below, unless the text specifically indicates otherwise:

9           “Bonds” means the “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY  
10   SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B”  
11   authorized for issuance by the Twentieth Supplement.

12 “Business Day” means a day other than a Sunday, Saturday, a legal holiday,  
13 or a day on which banking institutions in the city where the Designated  
14 Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by  
15 law or executive order to close.

16 “Holders” means the registered owners or holders of the Bonds.

17           “Master Ordinance” means Ordinance No. 010118-53A, passed by the City  
18   Council on January 18, 2001.

19 “Maximum Debt Service Requirement” means, as of the date of calculation,  
20 an amount equal to the greatest Annual Debt Service Requirement for the current or  
21 any future Fiscal Year for the Parity Electric Utility Obligations then outstanding at  
22 the time the calculation is made.

23 “Nineteenth Supplement” means Ordinance No. 2020\_\_\_\_-\_\_\_\_ authorizing  
24 the issuance of the Series 2020A Bonds and passed by the City Council on  
25 September 17, 2020.

26 “Paying Agent/Registrar” means the financial institution specified in the  
27 Pricing Certificate.

28 “Previously Issued Electric Utility Obligations” mean the outstanding “CITY  
29 OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING  
30 BONDS, SERIES 2007”, dated August 15, 2007, “CITY OF AUSTIN, TEXAS,  
31 ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE

SERIES 2008”, dated March 1, 2008, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2010A”, dated June 1, 2010, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2010B (Direct Subsidy-Build America Bonds)”, dated June 1, 2010, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012A”, dated December 1, 2012, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2012B”, dated December 1, 2012, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2015A”, dated May 1, 2015, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2015B”, dated May 1, 2015, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2017”, dated February 14, 2017, and “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE BONDS, TAXABLE SERIES 2019A”, dated June 13, 2019, “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B,” dated August 21, 2019 and “CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING AND IMPROVEMENT BONDS, TAXABLE SERIES 2019C,” dated August 21, 2019.

“Prior Supplements” means Ordinances No. 20070322-026, 20080228-078, 20100610-049, 20121108-070, 20121108-069, 20150423-032, 20150423-033, 20161006-14, and 20190509-037, 20190619-080 and 20190619-079 authorizing the issuance of the Previously Issued Electric Utility Obligation authorizing the issuance of the Previously Issued Electric Utility Obligations.

“Refunded Notes” means the principal amount of the Taxable Notes, as specified in the Pricing Certificate.

“Refunded Obligations” means the Refunded Notes.

“Required Reserve Amount” means the total amount to be accumulated and maintained in the Reserve Fund pursuant to the provisions of Section 14 of the Twentieth Supplement and the provisions of any subsequent Supplement.

“Reserve Fund” means the “Electric Utility System Revenue Obligation Reserve Fund” to be established and maintained pursuant to the Prior Supplements and Section 14 of the Twentieth Supplement.

1       “Reserve Fund Obligations” means cash, Eligible Investments, any Credit  
2 Facility, or any combination of cash, Eligible Investments or Credit Facility.

3       “Security Register” has the meaning given this term in Section 5 of the  
4 Twentieth Supplement.

5       “Series 2020A Bonds” shall mean the “CITY OF AUSTIN, TEXAS,  
6 ELECTRIC UTILITY SYSTEM REVENUE REFUNDING AND  
7 IMPROVEMENT BONDS, SERIES 2020A” authorized for issuance concurrently  
8 with the Bonds by the Nineteenth Supplement.

9       “Twentieth Supplement” means Ordinance No. 2020\_\_\_\_-\_\_\_\_ authorizing the  
10 issuance of the Bonds and passed by the City Council on September 17, 2020.

11       “Taxable Notes” means the City of Austin, Texas Combined Utility Systems  
12 Taxable Notes, up to an aggregate principal amount of \$75,000,000 to finance the  
13 costs of additions, improvements and extensions to the City’s water and wastewater  
14 system and the City’s electric light and power system.

15       The terms used in the Twentieth Supplement and not otherwise defined shall  
16 have the meanings given in the Master Ordinance or the Prior Supplements.

17       In accordance with the provisions of Texas Government Code, Chapter 1207,  
18 the City is authorized to issue refunding bonds and deposit the proceeds of sale  
19 directly with any place of payment for the Refunded Bonds, or other authorized  
20 depository, and such deposit, when made in accordance with said statute, shall  
21 constitute the making of firm banking and financial arrangements for the discharge  
22 and final payment of the Refunded Bonds.

23       In accordance with the provisions of V.T.C.A., Government Code, Chapter  
24 1371, the City has authorized by ordinance and provided for the issuance and sale of  
25 the Taxable Notes and the refunding of the Taxable Notes for the purposes of making  
26 such debt long-term fixed rate debt of the City and restructuring the debt payable  
27 from the revenues of the System is in the best interest of the City, and the manner in  
28 which such refunding is being executed does not make it practicable to make the  
29 determinations otherwise required by Section 1207.008(a)(2), Texas Government  
30 Code.

31       In accordance with the provisions of Texas Government Code, Chapter 1207,  
32 the City Council is delegating to the Pricing Officer (as defined below) the authority  
33 to establish the terms and details related to the issuance and sale of the Bonds  
34 including: (i) the principal amount of the Refunded Obligations to be refunded,

(ii) the form and designation of the Bonds; (iii) the principal amount of the Bonds and the amount of the Bonds to mature in each year; (iv) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of the Bonds; and (v) any other details relating to the issuance, sale, delivery, and exchange of the Bonds, all within specified parameters set forth in the Twentieth Supplement.

The Refunded Notes are to be refunded and refinanced into long-term obligations at this time to enable the City's Electric Utility Department to continue utilizing its allocated share of Taxable Notes.

It is a public purpose and in the best interest of the City to refund the Refunded Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (designated below), all in accordance with the provisions of Section 1207.007, Texas Government Code.

The Bonds can and shall be on a parity with the outstanding "Parity Electric Utility Obligations" issued in accordance with and under the terms and provisions of the Master Ordinance and the Prior Supplements.

**SECTION 2: AUTHORIZATION; DESIGNATION; PRINCIPAL AMOUNT; PURPOSE.** Revenue bonds of the City shall be and are authorized to be issued in the not to exceed aggregate principal amount set forth in Section 4 of this Twentieth Supplement to be designated and bear the title "CITY OF AUSTIN, TEXAS, ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BONDS, TAXABLE SERIES 2020B" (the "Bonds"), for the purpose of refinancing and refunding the Refunded Obligations, and paying costs of issuance, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207.

**SECTION 3: FULLY REGISTERED OBLIGATIONS; AUTHORIZED DENOMINATIONS; STATED MATURITIES; DATE.** The Bonds shall be issued as fully registered obligations, without coupons, shall be dated as provided in the Pricing Certificate (the "Bond Date") and, other than the single fully registered Initial Bond referenced in Section 9, shall be in denominations of \$5,000 or any integral multiple of \$5,000 (within a Stated Maturity), shall be numbered consecutively from One upward and shall become due and payable on May 15 and/or November 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

1       The Bonds shall bear interest on the unpaid principal amounts from the date  
2 and at the rate(s) per annum as specified in the Pricing Certificate (calculated on the  
3 basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be  
4 payable on May 15 and November 15 in each year, commencing on the date  
5 specified in the Pricing Certificate, until maturity or prior redemption.

6       **SECTION 4: DELEGATION OF AUTHORITY TO PRICING**  
7 **OFFICER.**

8       (a) As authorized by Section 1207.007, Texas Government Code, the City  
9 Manager, Chief Financial Officer, Interim Chief Financial Officer or City Treasurer  
10 of the City (any of them, the "Pricing Officer") is authorized to act on behalf of the  
11 City in selling and delivering the Bonds and carrying out the other procedures  
12 specified in the Twentieth Supplement, including selection of the principal amount  
13 of the Refunded Notes to be refunded, determining the aggregate principal amount  
14 of the Bonds, the date of the Bonds, any additional or different designation or title  
15 by which the Bonds shall be known, the price at which the Bonds will be sold, the  
16 years in which the Bonds will mature, the principal amount to mature in each of such  
17 years, the rate of interest to be borne by each such maturity, the first interest payment  
18 date, the price and terms upon and at which the Bonds shall be subject to redemption  
19 prior to maturity at the option of the City, as well as any mandatory sinking fund  
20 redemption provisions, the designation of a paying agent/registrar, the designation  
21 of an escrow agent satisfying the requirements of Chapter 1207, the terms of any  
22 bond insurance applicable to the Bonds, and all other matters relating to the issuance,  
23 sale, and delivery of the Bonds all of which shall be specified in the Pricing  
24 Certificate, provided that:

25       (i) the aggregate original principal amount of the Bonds shall not exceed  
26 \$55,500,000;

27       (ii) the true interest cost rate for the Bonds shall not exceed 5.00%; and

28       (iii) the maximum maturity for the Bonds shall not extend beyond  
29 November 15, 2050.

30       The execution of the Pricing Certificate shall evidence the sale date of the  
31 Bonds by the City to the Purchasers (defined in (b) of this Section).

32       (b) In establishing the aggregate principal amount of the Bonds, the Pricing  
33 Officer shall establish an amount not exceeding the amount authorized in Subsection  
34 (a)(i) above, which shall be sufficient in amount to provide for the purposes for  
35 which the Bonds are authorized and to pay costs of issuing the Bonds. This

1 delegation shall expire if not exercised by the Pricing Officer by March 17, 2021.  
2 The Bonds shall be sold by negotiated sale to the underwriter(s) named in the Pricing  
3 Certificate (the "Purchasers"), at such price and with and subject to such terms as set  
4 forth in the Pricing Certificate. A finding or determination made by the Pricing  
5 Officer acting under authority of this Twentieth Supplement with respect to all  
6 matters relating to the sale of the Bonds and the refunding of the Refunded  
7 Obligations shall have the same force and effect as a finding or determination made  
8 by the Council.

9       **SECTION 5: TERMS OF PAYMENT; PAYING AGENT/**  
10 **REGISTRAR.** The principal of, premium, if any, and the interest on the Bonds,  
11 due and payable by reason of maturity, redemption or otherwise, shall be payable  
12 only to the Holders appearing on the registration and transfer books maintained by  
13 the Paying Agent/Registrar and the payment shall be in any coin or currency of the  
14 United States of America, which at the time of payment is legal tender for the  
15 payment of public and private debts, and shall be without exchange or collection  
16 charges to the Holders.

17       The selection and appointment of the Paying Agent/Registrar for the Bonds  
18 shall be as provided in the Pricing Certificate. Books and records relating to the  
19 registration, payment, exchange and transfer of the Bonds (the "Security Register")  
20 shall at all times be kept and maintained on behalf of the City by the Paying  
21 Agent/Registrar, all as provided in the Twentieth Supplement, in accordance with  
22 the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in  
23 the form attached as **Exhibit A**, and the reasonable rules and regulations as the  
24 Paying Agent/Registrar and the City may prescribe. The Pricing Officer is  
25 authorized to execute and deliver the Paying Agent/Registrar Agreement in  
26 connection with the delivery of the Bonds. The City covenants to maintain and  
27 provide a Paying Agent/Registrar at all times until the Bonds are paid and  
28 discharged, and any successor Paying Agent/Registrar shall be a bank, trust  
29 company, financial institution or other entity qualified and authorized to serve in the  
30 capacity and perform the duties and services of Paying Agent/Registrar. Upon any  
31 change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly  
32 cause a written notice of the change to be sent to each Holder by United States Mail,  
33 first class postage prepaid, which notice shall also give the address of the new Paying  
34 Agent/Registrar.

35       Principal of and premium, if any, on the Bonds shall be payable at the Stated  
36 Maturities or redemption of the Bonds, only upon presentation and surrender of the  
37 Bonds to the Paying Agent/Registrar at its designated office provided in the Pricing  
38 Certificate (the "Designated Payment/Transfer Office"). Interest on the Bonds shall

1 be paid to the Holders whose names appear in the Security Register at the close of  
2 business on the Record Date (the last business day of the month next preceding each  
3 interest payment date), and such interest shall be paid by the Paying Agent/Registrar  
4 (i) by check sent United States Mail, first class postage prepaid, to the address of the  
5 Holder recorded in the Security Register or (ii) by such other method, acceptable to  
6 the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder.  
7 If the date for the payment of the principal of or interest on the Bonds shall be a  
8 Saturday, Sunday, a legal holiday, or a day when banking institutions in the city  
9 where the Designated Payment/Transfer Office of the Paying Agent/ Registrar is  
10 located are authorized by law or executive order to close, then the date for such  
11 payment shall be the next succeeding day which is not such a Saturday, Sunday,  
12 legal holiday, or day when banking institutions are authorized to close; and payment  
13 on such date shall have the same force and effect as if made on the original date  
14 payment was due.

15 In the event of a non-payment of interest on one or more maturities on a  
16 scheduled payment date, and for thirty (30) days following, a new record date for  
17 such interest payment for such maturity or maturities (a "Special Record Date") will  
18 be established by the Paying Agent/Registrar, if and when funds for the payment of  
19 such interest have been received from the City. Notice of the Special Record Date  
20 and of the scheduled payment date of the past due interest (which shall be 15 days  
21 after the Special Record Date) shall be sent at least five business days prior to the  
22 Special Record Date by United States Mail, first class postage prepaid, to the address  
23 of each Holder of the maturity or maturities appearing on the Security Register at  
24 the close of business on the last business day next preceding the date of mailing of  
25 any notice.

26 **SECTION 6: REGISTRATION, TRANSFER, EXCHANGE OF**  
27 **BONDS; PREDECESSOR BONDS.** The Paying Agent/Registrar shall obtain,  
28 record, and maintain in the Security Register the name and address of each registered  
29 owner of the Bonds issued under and pursuant to the provisions of the Twentieth  
30 Supplement. Any Bond may, in accordance with its terms and the terms of the  
31 Twentieth Supplement, be transferred or exchanged for Bonds of other authorized  
32 denominations upon the Security Register by the Holder, in person or by the  
33 authorized agent of such person, upon surrender of the Bond to the Paying  
34 Agent/Registrar for cancellation, accompanied by a written instrument of transfer or  
35 request for exchange executed by the Holder or by the authorized agent of the person,  
36 in form satisfactory to the Paying Agent/Registrar.

37 Upon surrender for transfer of any Bond (other than the Initial Bond(s)  
38 authorized in Section 9 of the Twentieth Supplement) at the Designated

1 Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar  
2 shall register and deliver, in the name of the designated transferee or transferees, one  
3 or more new Bonds, executed on behalf of, and furnished by, the City of authorized  
4 denominations and having the same Stated Maturity and of a like aggregate principal  
5 amount as the Bond or Bonds surrendered for transfer.

6 At the option of the Holder, Bonds (other than the Initial Bond(s) authorized  
7 in Section 9 of the Twentieth Supplement) may be exchanged for other Bonds of  
8 authorized denominations and having the same Stated Maturity, bearing the same  
9 rate of interest and of like aggregate principal amount as the Bonds surrendered for  
10 exchange, upon surrender of the Bonds to be exchanged at the Designated  
11 Payment/Transfer Office. Whenever any Bonds are surrendered for exchange, the  
12 Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of,  
13 and furnished by, the City, to the Holder requesting the exchange.

14 All Bonds issued upon any transfer or exchange of Bonds shall be delivered  
15 at the Designated Payment/Transfer Office, or sent by United States Mail, first class  
16 postage prepaid, to the Holder and, upon the delivery of such Bonds, the same shall  
17 be valid obligations of the City, evidencing the same obligation to pay, and entitled  
18 to the same benefits under the Twentieth Supplement, as the Bonds surrendered in  
19 the transfer or exchange.

20 All transfers or exchanges of Bonds shall be made without expense or service  
21 charge to the Holder, except as otherwise provided in the Twentieth Supplement,  
22 except that the Paying Agent/Registrar shall require payment by the Holder  
23 requesting the transfer or exchange of any tax or other governmental charges  
24 required to be paid with respect to the transfer or exchange.

25 Bonds canceled by reason of an exchange or transfer pursuant to the  
26 provisions of the Twentieth Supplement are defined to be "Predecessor Bonds,"  
27 evidencing all or a portion, as the case may be, of the same obligation to pay  
28 evidenced by the Bond or Bonds registered and delivered in the exchange or transfer.  
29 Additionally, the term "Predecessor Bonds" shall include any mutilated, lost,  
30 destroyed, or stolen Bond for which a replacement Bond has been issued, registered  
31 and delivered in lieu of a mutilated, lost, destroyed or stolen Bond pursuant to  
32 Section 19 of the Twentieth Supplement and the new replacement Bond shall be  
33 considered to evidence the same obligation as the mutilated, lost, destroyed, or stolen  
34 Bond.

35 Neither the City nor the Paying Agent/Registrar shall be required to transfer  
36 or exchange any Bond called for redemption, in whole or in part, within 45 days of



1 the date fixed for redemption of the Bond; provided, however, a limitation of transfer  
2 shall not be applicable to an exchange by the Holder of the unredeemed balance of  
3 a Bond called for redemption in part.

4 **SECTION 7: BOOK-ENTRY-ONLY TRANSFERS AND TRANS-**  
5 **ACTIONS.** Notwithstanding the provisions contained in Sections 5 and 6 of the  
6 Twentieth Supplement relating to the payment and transfer/exchange of the Bonds,  
7 the City approves and authorizes the use of “Book-Entry-Only” securities clearance,  
8 settlement and transfer system provided by The Depository Trust Company (DTC),  
9 a limited purpose trust company organized under the laws of the State of New York,  
10 in accordance with the operational arrangements referenced in the Blanket Issuer  
11 Letter of Representations, by and between the City and DTC (the “Depository  
12 Agreement”).

13 Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall  
14 be deposited with DTC who shall hold Bonds for its participants (the “DTC  
15 Participants”). While the Bonds are held by DTC under the Depository Agreement,  
16 the Holder of the Bonds on the Security Register for all purposes, including payment  
17 and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the  
18 ownership of each actual purchaser or owner of each Bond (the “Beneficial  
19 Owners”) being recorded in the records of DTC and DTC Participants.

20 In the event DTC determines to discontinue serving as securities depository  
21 for the Bonds or otherwise ceases to provide book entry clearance and settlement of  
22 securities transactions in general or the City determines that DTC is incapable of  
23 properly discharging its duties as securities depository for the Bonds, the City  
24 covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in  
25 definitive form and provide for the Bond certificates to be issued and delivered to  
26 DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds  
27 in definitive form shall be assigned, transferred and exchanged on the Security  
28 Register maintained by the Paying Agent/Registrar and payment of such Bonds shall  
29 be made in accordance with the provisions of Sections 5 and 6 of the Twentieth  
30 Supplement.

31 **SECTION 8: EXECUTION; REGISTRATION.** The Bonds shall be  
32 executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal  
33 reproduced or impressed on the Bonds and countersigned by the City Clerk. The  
34 signature of said officers on the Bonds may be manual or facsimile. Bonds bearing  
35 the manual or facsimile signatures of individuals who are or were the proper officers  
36 of the City on the date of adoption of the Twentieth Supplement shall be deemed to  
37 be executed on behalf of the City, notwithstanding that any individual executing the

1 Bonds shall cease to hold the named offices at the time of delivery of the Bonds to  
2 the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges  
3 and transfers, all as authorized and provided in Texas Government Code, Chapter  
4 1201.

5 No Bond shall be entitled to any right or benefit under the Twentieth  
6 Supplement, or be valid or obligatory for any purpose, unless there appears on such  
7 Bond either a certificate of registration substantially in the form provided in Section  
8 10(c), manually executed by the Comptroller of Public Accounts of the State of  
9 Texas or his or her authorized agent, or a certificate of registration substantially in  
10 the form provided in Section 10(d), manually executed by an authorized officer,  
11 employee or representative of the Paying Agent/Registrar, and either such certificate  
12 upon any Bond signed shall be conclusive evidence, and the only evidence, that the  
13 Bond has been certified, registered and delivered.

14 **SECTION 9: INITIAL BOND(S).** The Bonds shall be initially issued either  
15 (i) as a single fully registered bond in the total principal amount specified in the  
16 Pricing Certificate with principal installments to become due and payable as  
17 provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully  
18 registered bonds, being one bond for each stated maturity in the applicable principal  
19 amount and denomination and to be numbered consecutively from T-1 and upward  
20 (the "Initial Bond(s)"). In either case, the Initial Bond(s) shall be registered in the  
21 name of the initial purchaser(s) or their designee. The Initial Bond(s) shall be the  
22 Bonds submitted to the Office of the Attorney General of the State of Texas for  
23 approval, certified and registered by the Office of the Comptroller of Public  
24 Accounts of the State of Texas and delivered to the initial purchaser(s). Any time  
25 after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to  
26 written instructions from the initial purchaser(s), or their designee, shall cancel the  
27 Initial Bond(s) delivered and exchange for the Initial Bond(s) definitive Bonds of  
28 authorized denominations, Stated Maturities, principal amounts and bearing  
29 applicable interest rates for transfer and delivery to the Holders named at the  
30 addresses identified for the Holders; all pursuant to and in accordance with the  
31 written instructions from the initial purchaser(s), or their designee, and any other  
32 information and documentation as the Paying Agent/Registrar may reasonably  
33 require.

#### 34 **SECTION 10: FORMS.**

35 (a) Forms Generally. The Bonds, the Registration Certificate of the  
36 Comptroller of Public Accounts of the State of Texas, the Certificate of Registration,  
37 and the form of Assignment to be printed on each of the Bonds, shall be substantially

1 in the forms set forth in this Section with appropriate insertions, omissions,  
2 substitutions, and other variations as are permitted or required by the Twentieth  
3 Supplement and the Pricing Certificate and may have such letters, numbers, or other  
4 marks of identification (including identifying numbers and letters of the Committee  
5 on Uniform Securities Identification Procedures of the American Bankers  
6 Association) and such legends and endorsements (including insurance legends if the  
7 Bonds, or any maturities of the Bonds, are purchased with insurance and any  
8 reproduction of an opinion of counsel) on such Bonds as may, consistently with the  
9 provisions of the Twentieth Supplement, be established by the City or determined  
10 by the Pricing Officer or officers executing such Bonds as evidenced by their  
11 execution of such Bonds. The Pricing Certificate shall set forth the final and  
12 controlling terms of the Bonds. Any portion of the text of any Bonds may be set  
13 forth on the reverse of the Bond, with an appropriate reference on the face of the  
14 Bond.

15 The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, or  
16 engraved, typewritten, photocopied or otherwise reproduced in any other similar  
17 manner, all as determined by the officers executing the Bonds as evidenced by their  
18 execution of the Bonds.

19 (b) Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

20 UNITED STATES OF AMERICA  
21 STATE OF TEXAS  
22 CITY OF AUSTIN, TEXAS,  
23 ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BOND,  
24 TAXABLE SERIES 2020B

Bond Date:  
\_\_\_\_\_, 2020

Interest Rate:  
\_\_\_\_\_

Stated Maturity:  
\_\_\_\_\_

CUSIP NO:  
\_\_\_\_\_

Registered Owner:

Principal Amount:

DOLLARS

25 The City of Austin (the "City"), a body corporate and municipal corporation  
26 in the Counties of Travis, Williamson and Hays, State of Texas, for value received,

promises to pay to the registered owner named above, or their registered assigns (the “Registered Owner”), solely from the revenues identified in this Bond, on the Stated Maturity date shown above the Principal Amount stated above (or so much of the Principal Amount as shall not have been paid upon prior redemption), and to pay interest (computed on the basis of a 360 day year of twelve 30 day months) on the unpaid Principal Amount of this Bond from the interest payment date next preceding the “Registration Date” of this Bond appearing below (unless this Bond bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Bond is prior to the initial interest payment date, in which case it shall bear interest from the \_\_\_\_\_) at the per annum rate of interest specified above; such interest being payable on May 15 and November 15 of each year, commencing\_\_\_\_\_. Principal of this Bond is payable at its Stated Maturity or redemption to the Registered Owner, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing on this Bond, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount of this Bond may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Twentieth Supplement) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date”, which is the last business day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (“Bonds”) for the purpose of refinancing and

1 refunding the Refunded Notes (identified and defined in the Twentieth Supplement)  
2 and paying costs of issuance, in conformity with the Constitution and laws of the  
3 State of Texas, including Texas Government Code, Chapter 1207, and pursuant to a  
4 Master Ordinance and Twentieth Supplement adopted by the City Council of the  
5 City, together with the Pricing Certificate executed pursuant thereto (collectively  
6 referred to as the "Ordinances").

7 [The Bonds maturing on the dates identified below (the "Term Bonds") are  
8 subject to mandatory redemption prior to maturity with funds on deposit in the Debt  
9 Service Fund established and maintained for the payment of such Bonds in the  
10 Ordinances, and shall be redeemed in part prior to maturity at the price of par and  
11 accrued interest on such Bonds to the date of redemption, and without premium, on  
12 the dates and in the principal amounts as follows:

<u>Term Bonds due</u>	<u>Principal Amount</u>	<u>Term Bonds due</u>	<u>Principal Amount</u>
<u>Redemption Date</u>		<u>Redemption Date</u>	
15, 20	\$ ,000	15, 20	\$ ,000
15, 20*	\$ ,000	15, 20	\$ ,000
		15, 20*	\$ ,000

13 \*maturity

14 The particular Term Bonds of a stated maturity to be redeemed on each  
15 redemption date shall be chosen by lot by the Paying Agent/Registrar; provided,  
16 however, that the principal amount of Term Bonds for a stated maturity required to  
17 be redeemed on a mandatory redemption date may be reduced, at the option of the  
18 City, by the principal amount of Term Bonds of like stated maturity which, at least  
19 50 days prior to the mandatory redemption date, (1) shall have been acquired by the  
20 City at a price not exceeding the principal amount of such Term Bonds plus accrued  
21 interest to the date of purchase, and delivered to the Paying Agent/Registrar for  
22 cancellation or (2) shall have been redeemed pursuant to the optional redemption  
23 provisions appearing below and not previously credited against a mandatory  
24 redemption requirement.]

25 The Bonds maturing on and after \_\_\_\_\_ 15, 20\_\_, may be redeemed  
26 prior to their Stated Maturities, at the option of the City, in whole or in part in  
27 principal amounts of \$5,000 or any integral multiple of \$5,000 (and if within a Stated  
28 Maturity by lot by the Paying Agent/Registrar), on \_\_\_\_\_ 15, 20\_\_  
29 or on any date thereafter at the redemption price of par plus accrued interest to the  
30 redemption date.

1       At least 30 days prior to the date fixed for any redemption of Bonds, the City  
2 shall cause a written notice of such redemption to be sent by United States Mail, first  
3 class postage prepaid, to the registered owners of each Bond to be redeemed at the  
4 address shown on the Security Register and subject to the terms and provisions  
5 contained in the Ordinances. If a Bond (or any portion of its principal sum) shall  
6 have been called for redemption and notice of such redemption given, then upon  
7 such redemption date such Bond (or the portion of its principal sum to be redeemed)  
8 shall become due and payable, and interest thereon shall cease to accrue from and  
9 after said redemption date, provided moneys for the payment of the redemption price  
10 and the interest on the principal amount to be redeemed to the date of redemption  
11 are held for the purpose of such payment by the Paying Agent/Registrar.

12       If a portion of the principal amount of a Bond is to be redeemed and the  
13 registered owner is someone other than Cede & Co., payment of the redemption  
14 price of such principal amount shall be made to the registered owner only upon  
15 presentation and surrender of such Bond to the Designated Payment/Transfer Office  
16 of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest  
17 rate in any authorized denominations provided by the Ordinances for the then  
18 unredeemed balance of the principal sum of such Bond or Bonds will be issued to  
19 the registered owner, without charge. If a Bond is selected for redemption, in whole  
20 or in part, the City and the Paying Agent/Registrar shall not be required to transfer  
21 such Bond to an assignee of the registered owner within 45 days of such redemption  
22 date; provided, however, such limitation on transferability shall not be applicable to  
23 an exchange by the registered owner of the unredeemed balance of a Bond redeemed  
24 in part.

25       With respect to any optional redemption of the Bonds, unless the Paying  
26 Agent/Registrar has received funds sufficient to pay the principal and premium, if  
27 any, and interest on the Bonds to be redeemed before giving of a notice of  
28 redemption, the notice may state the City may condition redemption on the receipt  
29 of such funds by the Paying Agent/Registrar on or before the date fixed for the  
30 redemption, or on the satisfaction of any other prerequisites set forth in the notice of  
31 redemption. If a conditional notice of redemption is given and such prerequisites to  
32 the redemption and sufficient funds are not received, the notice shall be of no force  
33 and effect, the City shall not redeem the Bonds and the Paying Agent/Registrar shall  
34 give notice, in the manner in which the notice of redemption was given, that the  
35 Bonds have not been redeemed.

36       The Bonds are special obligations of the City payable solely from and,  
37 together with the Series 2020A Bonds, Previously Issued Electric Utility Obligations  
38 and Prior Subordinate Lien Obligations currently Outstanding, equally and ratably

1 secured by a parity lien on and pledge of, the Net Revenues of the Electric Utility  
2 System in the manner provided in the Ordinances. Additionally, the Bonds, and the  
3 Series 2020A Bonds, together with the Previously Issued Electric Utility  
4 Obligations, shall be secured by a lien on the funds, if any, deposited to the credit of  
5 the Debt Service Fund and Reserve Fund in accordance with the terms of the  
6 Ordinances. The Bonds do not constitute a legal or equitable pledge, charge, lien or  
7 encumbrance upon any property of the City or the Electric Utility System, except  
8 with respect to the Net Revenues. The holder of this Bond shall never have the right  
9 to demand payment of this obligation out of any funds raised or to be raised by  
10 taxation.

11 Subject to satisfying the related terms and conditions, the City has reserved  
12 the right to issue additional revenue obligations payable from and equally and ratably  
13 secured by a parity lien on and pledge of the Net Revenues of the Electric Utility  
14 System, in the same manner and to the same extent as the Previously Issued Electric  
15 Utility Obligations and the Bonds and the Series 2020A Bonds.

16 Reference is made to the Ordinances, copies of which are on file with the  
17 Paying Agent/Registrar, and to all of the provisions of which the Holder by the  
18 acceptance of this Bond assents, for definitions of terms; the description of and the  
19 nature and extent of the security for the Bonds; the properties constituting the  
20 Electric Utility System; the Net Revenues pledged to the payment of the principal of  
21 and interest on the Bonds; the nature and extent and manner of enforcement of the  
22 lien and pledge securing the payment of the Bonds; the terms and conditions for the  
23 issuance of additional revenue obligations; the terms and conditions relating to the  
24 transfer or exchange of this Bond; the conditions upon which the Ordinances may  
25 be amended or supplemented with or without the consent of the Holders; the rights,  
26 duties, and obligations of the City and the Paying Agent/Registrar; the terms and  
27 provisions upon which the liens, pledges, charges and covenants made in the  
28 Ordinances may be discharged at or prior to the maturity of this Bond, and this Bond  
29 deemed to be no longer Outstanding under the Ordinances; and for the other terms  
30 and provisions contained in the Ordinances. Capitalized terms used in this Bond  
31 have the same meanings assigned in the Ordinances.

32 This Bond, subject to certain limitations contained in the Ordinances, may be  
33 transferred on the Security Register only upon its presentation and surrender at the  
34 Designated Payment/Transfer Office of the Paying Agent/Registrar, with the  
35 Assignment on this Bond endorsed by, or accompanied by a written instrument of  
36 transfer in form satisfactory to the Paying Agent/Registrar executed by, the  
37 Registered Owner, or the authorized agent of the Registered Owner. When a transfer  
38 on the Security Register occurs, one or more new fully registered Bonds of the same

1 Stated Maturity, of authorized denominations, bearing the same rate of interest, and  
2 of the same aggregate principal amount will be issued by the Paying Agent/Registrar  
3 to the designated transferee or transferees.

4 The City and the Paying Agent/Registrar, and any agent of either, may treat  
5 the registered owner of this Bond whose name appears on the Security Register (i)  
6 on the Record Date as the owner entitled to payment of interest on this Bond, (ii) on  
7 the date of surrender of this Bond as the owner entitled to payment of principal of  
8 this Bond at its Stated Maturity or its redemption, in whole or in part, and (iii) on  
9 any other date as the owner for all other purposes, and neither the City nor the Paying  
10 Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.  
11 In the event of non-payment of interest on a scheduled payment date and for 30 days  
12 after such event, a new record date for such interest payment (a "Special Record  
13 Date") will be established by the Paying Agent/Registrar, if and when funds for the  
14 payment of such interest have been received from the City. Notice of the Special  
15 Record Date and of the scheduled payment date of the past due interest (which shall  
16 be 15 days after the Special Record Date) shall be sent at least five business days  
17 prior to the Special Record Date by United States Mail, first class postage prepaid,  
18 to the address of each Holder appearing on the Security Register at the close of  
19 business on the last business day next preceding the date of mailing of such notice.

20 It is certified, recited, represented and covenanted that the City is an organized  
21 and legally existing municipal corporation under and by virtue of the Constitution  
22 and laws of the State of Texas; that the issuance of the Bonds is authorized by law;  
23 that all acts, conditions and things required to exist and be done precedent to and in  
24 the issuance of the Bonds to render the same lawful and valid obligations of the City  
25 have been properly done, have happened and have been performed in regular and  
26 due time, form and manner as required by the Constitution and laws of the State of  
27 Texas, and the Ordinances; that the Bonds do not exceed any constitutional or  
28 statutory limitation; and that due provision has been made for the payment of the  
29 Bonds by a pledge of the Net Revenues of the Electric Utility System. If any  
30 provision in this Bond or any application of any provision of this Bond shall be  
31 invalid, illegal, or unenforceable, the validity, legality, and enforceability of the  
32 remaining provisions and applications shall not in any way be affected or impaired  
33 by any such action. The terms and provisions of this Bond and the Ordinances shall  
34 be construed in accordance with and shall be governed by the laws of the State of  
35 Texas.

36 IN WITNESS WHEREOF, the City Council of the City has caused this Bond  
37 to be executed under the official seal of the City.



CITY OF AUSTIN, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Clerk

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts  
to Appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER )  
OF PUBLIC ACCOUNTS ) REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS )

I HEREBY CERTIFY that this Bond has been examined, certified as to  
validity and approved by the Attorney General of the State of Texas, and registered  
by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been issued and registered in the name of the Registered Owner shown above under the provisions of the within mentioned Ordinances; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in \_\_\_\_\_ is the Designated Payment/Transfer Office for this Bond.

Registration Date: \_\_\_\_\_,  
\_\_\_\_\_ as Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_)  
the within Bond and all rights under this Bond, and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration of the Bonds, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED  
NO. T-1

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF AUSTIN, TEXAS,  
ELECTRIC UTILITY SYSTEM REVENUE REFUNDING BOND,  
TAXABLE SERIES 2020B

Bond Date:  
\_\_\_\_\_, 2020

Registered Owner:

Principal Amount:

The City of Austin (the "City"), a body corporate and municipal corporation in the Counties of Travis, Williamson and Hays, State of Texas, for value received, promises to pay to the registered owner named above, or their registered assigns (the "Registered Owner"), solely from the revenues identified in this Bond, the Principal Amount above stated on \_\_\_\_\_ in each of the years and in principal installments in accordance with the following schedule:

<u>STATED</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATE</u>
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(Information to be inserted from schedule in the Pricing Certificate).

(or so much of the principal installment amount as shall not have been redeemed prior to maturity) and to pay interest, computed on the basis of a 360-day year of twelve 30-day months, on the unpaid principal amounts of this Bond from the \_\_\_\_\_ at the per annum rates of interest specified above; such interest being payable on May 15 and November 15 in each year, commencing \_\_\_\_\_. Principal installments of this Bond are payable in the year of maturity to the Registered Owner by \_\_\_\_\_ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in

\_\_\_\_\_ (the “Designated Payment/Transfer Office”). Interest is payable to the registered owner of this Bond whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date”, which is the last business day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/ Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 11: CRITERIA FOR ISSUANCE OF PARITY ELECTRIC UTILITY OBLIGATIONS.** The City has provided certain criteria and established certain covenants and agreements in relation to the issuance of Parity Electric Utility Obligations of the Electric Utility System pursuant to the Master Ordinance. The Twentieth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Bonds which are a series of Parity Electric Utility Obligations. The Master Ordinance is incorporated by reference and made a part of the Twentieth Supplement for all purposes, except to the extent modified and supplemented by the Prior Supplements and the Twentieth Supplement, and the Bonds are Parity Electric Utility Obligations under the Master Ordinance and the Prior Supplements. The City determines that it will have sufficient funds to meet the financial obligations of the Electric Utility System, including sufficient Net Revenues to pay the Annual Debt Service Requirements of the Bonds and the Series 2020A Bonds and to meet all financial obligations of the City relating to the Electric Utility System.

**SECTION 12: PLEDGE.** The Net Revenues of the Electric Utility System are pledged to the payment of the Bonds, and the Bonds, together with the Series 2020A Bonds, the Prior Subordinate Lien Obligations and the Previously Issued Electric Utility Obligations currently Outstanding, shall be equally and ratably

1 secured by a parity lien on and pledge of the Net Revenues of the Electric Utility  
2 System in accordance with the terms of the Master Ordinance and the Twentieth  
3 Supplement. Additionally, the Bonds, the Series 2020A Bonds and the Previously  
4 Issued Electric Utility Obligations shall be secured by a lien on the funds, if any,  
5 deposited to the credit of the Debt Service Fund and the Reserve Fund in accordance  
6 with and to the extent required by the terms of the Master Ordinance, the Prior  
7 Supplements and the Twentieth Supplement. The Bonds are and will be secured by  
8 and payable only from the Net Revenues of the Electric Utility System, and are not  
9 secured by or payable from a mortgage or deed of trust on any properties, whether  
10 real, personal, or mixed, of the Electric Utility System. Council ordains that the  
11 Parity Electric Utility Obligations, and the interest on the Parity Electric Utility  
12 Obligations, shall constitute a lien on the Net Revenues of the Electric Utility System  
13 and shall be valid and binding and fully perfected from and after the date of adoption  
14 of the Twentieth Supplement without physical delivery or transfer or transfer of  
15 control of the Net Revenues, the filing of the Twentieth Supplement or any other act;  
16 all as provided in Texas Government Code, Chapter 1208. The owners of the Parity  
17 Electric Utility Obligations shall never have the right to demand payment out of  
18 funds raised or to be raised by taxation, or from any source other than specified in  
19 the Master Ordinance, the Prior Supplements and the Twentieth Supplement.

20 Texas Government Code, Chapter 1208, applies to the issuance of the Bonds  
21 and the pledge of the Net Revenues of the Electric Utility System granted by the  
22 City under this Section 12, and this pledge is valid, effective and perfected. If Texas  
23 law is amended at any time while the Bonds are Outstanding such that the pledge of  
24 the Net Revenues of the Electric Utility System granted by the City under this  
25 Section 12 is to be subject to the filing requirements of Texas Business & Commerce  
26 Code, Chapter 9, then to preserve to the Registered Owners the perfection of the  
27 security interest in said pledge, the City agrees to take such measures as it determines  
28 are reasonable and necessary under Texas law to comply with the applicable  
29 provisions of Texas Business & Commerce Code, Chapter 9, and enable a filing to  
30 perfect the security interest in this pledge to occur.

31 **SECTION 13: DEBT SERVICE FUND.** By reason of the issuance of the  
32 Bonds, the City need not establish any special accounts within the Debt Service Fund  
33 and following the delivery of the Bonds, the City agrees and covenants to cause to  
34 be deposited to the credit of the Debt Service Fund an amount equal to 100% of the  
35 amount required to fully pay the interest on and principal of the Bonds falling due  
36 on or before each maturity, mandatory redemption date and interest payment date,  
37 and deposits shall be made in substantially equal monthly amounts on or before the

1 14th day of each month beginning on or before the 14th day of the month next  
2 following the month the Bonds are delivered to the initial purchaser.

3 The required monthly deposits to the Debt Service Fund for the payment of  
4 principal of and interest on the Bonds shall continue to be made in the manner  
5 provided in the Twentieth Supplement until such time as (i) the total amount on  
6 deposit in the Debt Service Fund is equal to the amount required to fully pay and  
7 discharge all Parity Electric Utility Obligations then Outstanding or (ii) the Bonds  
8 are no longer outstanding, i.e., fully paid as to principal and interest or all the Bonds  
9 have been refunded.

10 Accrued interest, if any, received from the initial purchaser(s) of the Bonds  
11 shall be deposited in the Debt Service Fund, and shall be taken into consideration  
12 and reduce the amount of the monthly deposits that would otherwise be required to  
13 be deposited to the credit of such Debt Service Fund from the Net Revenues of the  
14 Electric Utility System.

#### 15 SECTION 14: **RESERVE FUND.**

16 (a) Establishment. A Reserve Fund shall not be required to be established  
17 or maintained by the City for the payment of the Parity Electric Utility Obligations  
18 so long as the “Pledged Net Revenues” of the System for a Fiscal Year (the Net  
19 Revenues of the System in a Fiscal Year remaining after deducting the amounts, if  
20 any, expended to pay the annual debt service requirements for Prior Subordinate  
21 Lien Obligations in such Fiscal Year) equal or exceed 150% of the Annual Debt  
22 Service Requirements of the Parity Electric Utility Obligations due and payable in  
23 such Fiscal Year. If for any Fiscal Year such “Pledged Net Revenues” do not exceed  
24 150% of the Annual Debt Service Requirements of the Parity Electric Utility  
25 Obligations, the City shall be obligated to establish and maintain on the books of the  
26 City a separate fund or account designated as the “Electric Utility System Revenue  
27 Obligation Reserve Fund” (the “Reserve Fund”). Upon being established and except  
28 as provided in subsection (f) below, the amount on deposit to the credit of the  
29 Reserve Fund shall be maintained for the benefit of the owners of the Parity Electric  
30 Utility Obligations. There shall be deposited into the Reserve Fund any Reserve  
31 Fund Obligations so designated by the City. The amounts deposited to the credit of  
32 the Reserve Fund shall be in a special fund maintained at an official depository of  
33 City. Reserve Fund Obligations in the Reserve Fund shall be used for the purpose of  
34 retiring the last of the Parity Electric Utility Obligations as they become due or  
35 paying principal of and interest on the Parity Electric Utility Obligations when and  
36 to the extent the amounts in the Debt Service Fund are insufficient for such purpose.

1 When a Reserve Fund is required to be established as noted above and while  
2 the same is required to be maintained, the Required Reserve Amount to be  
3 accumulated and maintained in such Fund shall be determined and redetermined as  
4 follows:

5 (i) 10% of the Maximum Debt Service Requirement for all Parity  
6 Electric Utility Obligations then Outstanding if the Pledged Net Revenues for  
7 the previous Fiscal Year were less than 150% of the annual Debt Service  
8 Requirement for such Fiscal Year, but greater than or equal to 140% of the  
9 annual Debt Service Requirement for such Fiscal Year;

10 (ii) 20% of the Maximum Debt Service Requirement for all Parity  
11 Electric Utility Obligations then Outstanding if the Pledged Net Revenues for  
12 the previous Fiscal Year were less than 140% of the annual Debt Service  
13 Requirement for such Fiscal Year, but greater than or equal to 130% of the  
14 annual Debt Service Requirement for such Fiscal Year;

15 (iii) 30% of the Maximum Debt Service Requirement for all Parity  
16 Electric Utility Obligations then Outstanding if the Pledged Net Revenues for  
17 the previous Fiscal Year were less than 130% of the annual Debt Service  
18 Requirement for such Fiscal Year, but greater than or equal to 120% of the  
19 annual Debt Service Requirement for such Fiscal Year;

20 (iv) 40% of the Maximum Debt Service Requirement for all Parity  
21 Electric Utility Obligations then Outstanding if the Pledged Net Revenues for  
22 the previous Fiscal Year were less than 120% of the annual Debt Service  
23 Requirement for such Fiscal Year, but greater than or equal to 110% of the  
24 annual Debt Service Requirement for such Fiscal Year;

25 (v) 50% of the Maximum Debt Service Requirement for all Parity  
26 Electric Utility Obligations then Outstanding if the Pledged Net Revenues for  
27 the previous Fiscal Year were less than 110% of the annual Debt Service  
28 Requirement for such Fiscal Year;

29 If at any time the City is required to fund the Required Reserve Amount, or to  
30 increase the Required Reserve Amount pursuant to a Supplement, the Required  
31 Reserve Amount or increase in the Required Reserve Amount, as applicable, may  
32 be funded in up to 12 substantially equal consecutive monthly deposits commencing  
33 not later than the month following that receipt of audited financial statements for the  
34 System for the preceding Fiscal Year.

1           (b) Credit Facility. The City may initially fund the Reserve Fund or  
2 replace or substitute a Credit Facility for cash or Eligible Investments on deposit in  
3 the Reserve Fund or in substitution for or replacement of any existing Credit Facility.  
4 Upon such replacement or substitution, the cash or Eligible Investments on deposit  
5 in the Reserve Fund, taken together with the face amount of any existing Credit  
6 Facilities, in excess of the Required Reserve Amount may be withdrawn by the City,  
7 at its option, and transferred to the System Fund unless such excess was funded with  
8 the proceeds of sale of Parity Electric Utility Obligations in which case such excess  
9 shall be deposited to the credit of the Debt Service Fund; provided that the face  
10 amount of any Credit Facility may be reduced at the option of the City in lieu of such  
11 transfer.

12           (c) Priority of Draws. If the City is required to make a withdrawal from  
13 the Reserve Fund for any of the purposes described in this Section, the City shall  
14 promptly notify the issuer of the Credit Facility of the necessity for a withdrawal  
15 from the Reserve Fund, and shall make the withdrawal FIRST from available  
16 moneys and cash resulting from the sale or liquidation of Eligible Investments then  
17 on deposit in the Reserve Fund, and NEXT from a drawing under any Credit Facility  
18 to the extent of the deficiency.

19           In the event of a draw on a Credit Facility, the City shall reimburse the issuer  
20 of the Credit Facility for such draw, in accordance with the terms of any agreement  
21 pursuant to which the Credit Facility is issued, from Net Revenues, however, such  
22 reimbursement from Net Revenues shall be subject to the provisions of Section 14(d)  
23 below and shall be subordinate and junior in right of payment to the payment of  
24 principal of and premium, if any, and interest on the Parity Electric Utility  
25 Obligations.

26           (d) Reserve Amount Deficiency. In the event of a deficiency in the  
27 Reserve Fund, or in the event that on the date of termination or expiration of any  
28 Credit Facility there is not on deposit in the Reserve Fund sufficient Reserve Fund  
29 Obligations, all in an aggregate amount at least equal to the Required Reserve  
30 Amount, then the City shall, subject to satisfying or making provision for the uses  
31 having a priority on the Gross Revenues before any deposits for the payment and  
32 security of the Parity Electric Utility Obligations and after making required deposits  
33 to the Debt Service Fund in accordance with the terms of the Twentieth Supplement  
34 and any Supplement, cause the aggregate Required Reserve Amount then required  
35 to be on deposit in the Reserve Fund to be fully restored within 12 months from the  
36 date the deficiency, termination or expiration occurred by (i) making substantially  
37 equal cash deposits to the Reserve Fund on or before the last day of each month from



1 the available Net Revenues, (ii) depositing Eligible Investments or Credit Facility to  
2 the credit of the Reserve Fund or (iii) a combination of (i) and (ii).

3 (e) Excess Required Reserve. As Parity Electric Utility Obligations  
4 secured by the Reserve Fund are paid, redeemed or defeased and cease to be  
5 Outstanding under the terms of the Ordinance or a Supplement, the Required  
6 Reserve Amount may be recalculated and redetermined, and any Reserve Fund  
7 Obligations on deposit in the Reserve Fund in excess of the Required Reserve  
8 Amount may be withdrawn and transferred, at the option of the City, to (i) the  
9 System Fund, if an amount equal to such excess was funded with Net Revenues, or  
10 (ii) the Debt Service Fund.

11 (f) Application to Commercial Paper/Credit Agreements. For the  
12 purpose of this Section, the Reserve Fund shall not secure Parity Electric Utility  
13 Obligations issued in the form of commercial paper, or any Credit Agreement issued  
14 in support of such Parity Electric Utility Obligations issued in the form of  
15 commercial paper, except as otherwise may be provided in any Supplement.

16 **SECTION 15: PAYMENT OF BONDS.** On or before the first scheduled  
17 interest payment date, and on or before each interest payment date and principal  
18 payment date after the first scheduled interest payment while any of the Bonds are  
19 Outstanding, the City shall cause an amount to be transferred to the Paying  
20 Agent/Registrar in immediately available funds from the Debt Service Fund  
21 sufficient to pay such interest on and such principal amount of the Bonds, as shall  
22 become due on such dates, respectively, at maturity or by redemption prior to  
23 maturity. The Paying Agent/Registrar shall destroy all paid Bonds and furnish the  
24 City with an appropriate certificate of cancellation or destruction.

25 **SECTION 16: RESERVED.**

26 **SECTION 17: AMENDMENT OF TWENTIETH SUPPLEMENT.**

27 (a) Required Owner Consent for Amendments. The owners of a majority  
28 in Outstanding Principal Amount of the Bonds shall have the right from time to time  
29 to approve any amendment to the Twentieth Supplement which may be deemed  
30 necessary or desirable by the City; provided, however, nothing contained in the  
31 Twentieth Supplement shall permit or be construed to permit the amendment of the  
32 terms and conditions in the Twentieth Supplement so as to:

- 33 (1) Make any change in the maturity of any of the Outstanding Bonds;  
34 (2) Reduce the rate of interest borne by any of the Outstanding Bonds;  
35 (3) Reduce the amount of the principal payable on the Bonds;

1 (4) Modify the terms of payment of principal of, premium, if any, or  
2 interest on the Outstanding Bonds or impose any conditions with respect to such  
3 payment;

4 (5) Affect the rights of the owners of less than all of the Bonds then  
5 Outstanding;

6 (6) Amend this subsection (a) of this Section; or

7 (7) Change the minimum percentage of the principal amount of Bonds  
8 necessary for consent to any amendment;

9  
10 unless such amendment or amendments be approved by the owners of all of  
11 the Bonds affected by the change or amendment then Outstanding.

12 (b) Notice of Amendment Requiring Consent. If at any time the City shall  
13 desire to amend the Twentieth Supplement under this Section, the City shall cause  
14 notice of the proposed amendment to be published in a financial newspaper or  
15 journal published in the City of New York, New York, and a newspaper of general  
16 circulation in the City, once during each calendar week for at least two successive  
17 calendar weeks. The notice shall briefly set forth the nature of the proposed  
18 amendment and shall state that a copy is on file with the Paying Agent for the  
19 Bonds. Publication is not required, however, if notice in writing is given by mail,  
20 first class postage prepaid, to each owner of the Bonds.

21 (c) Time Period for Obtaining Consent. If within one year from (i) the  
22 date of the first publication of notice or (ii) the date of the mailing by the Paying  
23 Agent of written notice to the owners of the Bonds, whichever date first occurs if  
24 both methods of giving notice are used, the City shall receive an instrument or  
25 instruments executed by the owners of at least a majority in Outstanding Principal  
26 Amount of the Bonds consenting to and approving such amendment in substantially  
27 the form of the copy on file with each Paying Agent, the governing body of the City  
28 may pass the amendatory ordinance in substantially the same form.

29 (d) Revocation of Consent. Any consent given by the owner of a Bond  
30 pursuant to the provisions of this Section shall be irrevocable for a period of six  
31 months from the date for measuring the one year period to obtain consents noted in  
32 paragraph (c) above, and shall be conclusive and binding upon all future owners of  
33 the same Bonds during such period. At any time after six months from the date for  
34 measuring the one year period to obtain consents noted in paragraph (c) above, a  
35 consent may be revoked by the owner who gave the consent, or by a successor in  
36 title, by filing written notice of a revocation with the Paying Agent for such Bonds  
37 and the City, but such revocation shall not be effective if the owners of at least a  
38 majority in Outstanding Principal Amount of the then Outstanding Bonds as

1 determined in accordance with this Section have, prior to the attempted revocation,  
2 consented to and approved the amendment.

3 (e) Implementation of Amendment. Upon the passage of any amendatory  
4 ordinance pursuant to the provisions of this Section, the Twentieth Supplement shall  
5 be deemed to be amended, and the respective rights, duties and obligations of the  
6 City under the Twentieth Supplement and all the owners of then Outstanding Bonds  
7 shall be determined, exercised and enforced under the Twentieth Supplement,  
8 subject in all respects to such amendment.

9 (f) Amendment without Consent. The preceding provisions of this  
10 Section notwithstanding, the City by action of its governing body may amend the  
11 Twentieth Supplement for any one or more of the following purposes:

12 (1) To vest the management and control of the Electric Utility  
13 System in an independent board of trustees or similar board pursuant  
14 to authority conferred by Texas Government Code, Section 1502.070  
15 et seq. or other law now or hereafter enacted;

16 (2) To add to the covenants and agreements of the City in the  
17 Twentieth Supplement contained, other covenants and agreements  
18 thereafter to be observed, grant additional rights or remedies to the  
19 owners of the Bonds or to surrender, restrict or limit any right or power  
20 in the Twentieth Supplement reserved to or conferred upon the City;

21 (3) To make such provisions for the purpose of curing any  
22 ambiguity, or curing, correcting or supplementing any defective  
23 provision contained in the Twentieth Supplement, or in regard to  
24 clarifying matters or questions arising under the Twentieth Supplement,  
25 as are necessary or desirable and not contrary to or inconsistent with  
26 the Twentieth Supplement and which shall not adversely affect the  
27 interests of the owners of the Bonds then outstanding;

28 (4) To modify any of the provisions of the Twentieth  
29 Supplement in any other respect whatever, provided that such  
30 modification shall be, and be expressed to be, effective only after all  
31 the Bonds outstanding at the date of the adoption of such modification  
32 shall cease to be outstanding;

33 (5) To make amendments to the Twentieth Supplement as  
34 may be required, in the opinion of Bond Counsel, to ensure compliance

1 with sections 103 and 141 through 150 of the Code and the regulations  
2 promulgated under the Code and applicable to the Bonds;

3 (6) To make such changes, modifications or amendments as  
4 may be necessary or desirable to allow the owners of the Bonds to avail  
5 themselves of a book entry system for payments, transfers and other  
6 matters relating to the Bonds, which changes, modifications or  
7 amendments are not contrary to or inconsistent with other provisions of  
8 the Twentieth Supplement and which shall not adversely affect the  
9 interests of the owners of the Bonds;

10 (7) To make any changes, modifications or amendments as  
11 may be necessary or desirable to obtain or maintain the granting of a  
12 rating on the Bonds by a Rating Agency or to obtain or maintain a  
13 Credit Agreement or a Credit Facility; and

14 (8) To make any other changes, modifications or amendments  
15 as may be necessary or desirable, which shall not adversely affect the  
16 interests of the owners of the Bonds, in order, to the extent permitted  
17 by law, to facilitate the economic and practical utilization of interest  
18 rate swap agreements, foreign currency exchange agreements, or  
19 similar types of agreements with respect to the Bonds. Notice of any  
20 amendment may be published by the City in the manner described in  
21 clause (b) of this Section; provided, however, that the publication of  
22 notice shall not constitute a condition precedent to the adoption of the  
23 amendatory ordinance and the failure to publish such notice shall not  
24 adversely affect the implementation of the amendment as adopted  
25 pursuant to such amendatory ordinance.

26 (g) Ownership. For the purpose of this Section, the ownership and other  
27 matters relating to all Bonds shall be established by the Security Register maintained  
28 by the Paying Agent. Furthermore, the owner of any Bonds insured as to the  
29 payment of principal of and interest shall be deemed to be the insurance company  
30 providing the insurance coverage on such Bonds; provided such amendment to the  
31 Twentieth Supplement is an amendment that can be made with the consent of a  
32 majority in Outstanding Principal Amount of the Bonds and such insurance company  
33 is not in default with respect to its obligations under its insurance policy.

34 **SECTION 18: FINAL DEPOSITS; GOVERNMENTAL**  
35 **OBLIGATIONS.** All or any of the Bonds shall be deemed to be paid, retired and  
36 no longer outstanding within the meaning of the Twentieth Supplement when

1 payment of the principal of the Bonds, redemption premium, if any, on the Bonds,  
2 plus interest on the Bonds to the due date (whether such due date be by reason of  
3 maturity or otherwise) either (i) shall have been made or caused to be made in  
4 accordance with the terms of the Bonds (including the giving of any required notice  
5 of redemption), or (ii) shall have been provided by irrevocably depositing with, or  
6 making available to, the Paying Agent/Registrar, in trust and irrevocably set aside  
7 exclusively for such payment, (1) money sufficient to make such payment or (2)  
8 Government Obligations, certified by an independent public accounting firm of  
9 national reputation, to mature as to principal and interest in such amounts and at such  
10 times as will insure the availability, without reinvestment, of sufficient money to  
11 make such payment, and all necessary and proper fees, compensation and expenses  
12 of the Paying Agent/Registrar with respect to which such deposit is made shall have  
13 been paid or the payment thereof provided for the satisfaction of the Paying  
14 Agent/Registrar. At such time as a Bond shall be deemed to be paid under this  
15 Twentieth Supplement, it shall no longer be secured by or entitled to the benefit of  
16 the Twentieth Supplement, the Master Ordinance or a lien on and pledge of the Net  
17 Revenues of the Electric Utility System, and shall be entitled to payment solely from  
18 the money or Government Obligations held by the Paying Agent/Registrar.

19 Any moneys so deposited with the Paying Agent/Registrar, or an authorized  
20 escrow agent, may at the direction of the City also be invested in Government  
21 Obligations, maturing in the amounts and at the times as set forth in this Section,  
22 and all income from all Government Obligations not required for the payment of the  
23 Bonds, and interest on the Bonds, with respect to which the money has been  
24 deposited, shall be turned over to the City or deposited as directed by the City. The  
25 City covenants that no deposit will be made or accepted under clause (ii) of this  
26 Section and no use made of any such deposit which would cause the Bonds to be  
27 treated as arbitrage bonds within the meaning of Section 148 of the Internal Revenue  
28 Code of 1986, as amended.

29 Notwithstanding any other provisions of the Twentieth Supplement, all  
30 money or Government Obligations set aside and held in trust pursuant to the  
31 provisions of this Section for the payment of the Bonds, the redemption premium, if  
32 any, and interest on the Bonds, shall be applied to and used for the payment of those  
33 Bonds, the redemption premium, if any, and interest thereon and the income on the  
34 money or Government Obligations shall not be considered to be "Gross Revenues"  
35 under the Twentieth Supplement.

36 **SECTION 19: DAMAGED, MUTILATED, LOST, STOLEN, OR**  
37 **DESTROYED BONDS.** If any Outstanding Bond is damaged, mutilated, lost,  
38 stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed,

1 and delivered, a new bond of the same principal amount, maturity, and interest rate,  
2 as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for the  
3 Bond in the manner provided in this Section. An application for the replacement of  
4 damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying  
5 Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant  
6 for a replacement bond shall furnish to the City and to the Paying Agent/Registrar  
7 security or indemnity as may be required by them to save each of them harmless  
8 from any loss, theft or damage with respect to any Bond being replaced. Also, in  
9 every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the  
10 City and to the Paying Agent/Registrar evidence to their satisfaction of the loss,  
11 theft, or destruction of the Bond, as the case may be. In every case of damage or  
12 mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for  
13 cancellation the Bond so damaged or mutilated. Prior to the issuance of any  
14 replacement bond, the Paying Agent/Registrar shall charge the owner of the Bond  
15 with all legal, printing, and other expenses in connection with its replacement. Every  
16 replacement bond issued pursuant to the provisions of this Section by virtue of the  
17 fact that any Bond is lost, stolen, or destroyed shall constitute a contractual  
18 obligation of the City whether or not the lost, stolen, or destroyed Bond shall be  
19 found at any time, or be enforceable by anyone, and shall be entitled to all the  
20 benefits of the Twentieth Supplement equally and proportionately with any and all  
21 other Bonds issued under the Twentieth Supplement.

22 Notwithstanding the preceding provisions of this Section, if any Bond shall  
23 have matured, and no default has occurred which is then continuing in the payment  
24 of the principal of, redemption premium, if any, or interest on the Bond, the City  
25 may authorize the payment of the same (without surrender thereof except in the case  
26 of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided  
27 security or indemnity is furnished as above provided in this Section. Furthermore,  
28 in accordance with Texas Government Code, Section 1206.022, this Section shall  
29 constitute authority for the issuance of any replacement bond without necessity of  
30 further action by the governing body of the City or any other body or person, and  
31 the duty of the replacement of the bonds is authorized and imposed upon the Paying  
32 Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver  
33 replacement bonds in the form and manner and with the effect, as provided in Section  
34 6 of the Twentieth Supplement for Bonds issued in exchange for other Bonds.

35 **SECTION 20: TWENTIETH SUPPLEMENT TO CONSTITUTE A**  
36 **CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the  
37 Bonds, the Twentieth Supplement shall be deemed to be and shall constitute a  
38 contract between the City and the Holders from time to time of the Bonds and the

pledge made in the Twentieth Supplement by the City and the covenants and agreements set forth in the Twentieth Supplement to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds over any of the others by reason of time of issuance, sale, or maturity of the Bond or otherwise for any cause, except as expressly provided in or permitted by the Twentieth Supplement.

## SECTION 21: CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data in item (1), audited financial statements of the City within 12 months after the end of each fiscal year beginning in the year stated in the Pricing Certificate. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and

(ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 Business Days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;



1 (14) Appointment of a successor or additional paying agent/registrar or the  
2 change of name of a paying agent/registrar, if material;

3 (15) Incurrence of a Financial Obligation of the City, if material, or  
4 agreement to covenants, events of default, remedies, priority rights, or other similar  
5 terms of a Financial Obligation of the City, any of which affect security holders, if  
6 material; and

7 (16) Default, event of acceleration, termination event, modification of terms,  
8 or other similar events under the terms of a Financial Obligation of the City, any of  
9 which reflect financial difficulties.

10  
11 For these purposes, (a) any event described in the immediately preceding  
12 paragraph 12 is considered to occur when any of the following occur: the  
13 appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding  
14 under the United States Bankruptcy Code or in any other proceeding under state or  
15 federal law in which a court or governmental authority has assumed jurisdiction over  
16 substantially all of the assets or business of the City, or if such jurisdiction has been  
17 assumed by leaving the existing governing body and officials or officers in  
18 possession but subject to the supervision and orders of a court or governmental  
19 authority, or the entry of an order confirming a plan of reorganization, arrangement,  
20 or liquidation by a court or governmental authority having supervision or jurisdiction  
21 over substantially all of the assets or business of the City and (b) the City intends the  
22 words used in the immediately preceding paragraphs (15) and (16) and the definition  
23 of Financial Obligation in this Section to have the means ascribed to them in SEC  
24 Release No. 34-83885, dated August 20, 2018.

25 The City shall notify the MSRB, in a timely manner, of any failure by the City  
26 to provide financial information or operating data in accordance with this Section by  
27 the time required by this Section.

28 (d) Filings with the MSRB. All financial information, operating data,  
29 financial statements, notices, and other documents provided to the MSRB in  
30 accordance with this Section shall be provided in an electronic format prescribed by  
31 the MSRB and shall be accompanied by identifying information as prescribed by the  
32 MSRB.

33 (e) Limitations, Disclaimers, and Amendments. The City shall be  
34 obligated to observe and perform the covenants specified in this Section with respect  
35 to the City and the Bonds while, but only while, the City remains an “obligated  
36 person” with respect to the Bonds within the meaning of the Rule, except that the  
37 City in any event will give the notice required by subsection (c) of this Section of

1 any Bond calls and defeasance that cause the City to be no longer such an “obligated  
2 person.”

3 The provisions of this Section are for the sole benefit of the Holders and  
4 beneficial owners of the Bonds, and nothing in this Section, express or implied, shall  
5 give any benefit or any legal or equitable right, remedy, or claim to any other person.  
6 The City undertakes to provide only the financial information, operating data,  
7 financial statements, and notices which it has expressly agreed to provide pursuant  
8 to this Section and does not undertake to provide any other information that may be  
9 relevant or material to a complete presentation of the financial results, condition, or  
10 prospects of the City or the State of Texas or undertake to update any information  
11 provided in accordance with this Section or otherwise, except as expressly provided  
12 in this Section. The City does not make any representation or warranty concerning  
13 such information or its usefulness to a decision to invest in or sell Bonds at any future  
14 date.

15 UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE  
16 HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER  
17 PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN  
18 WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER  
19 NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT  
20 SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY  
21 SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY  
22 SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR  
23 SPECIFIC PERFORMANCE.

24 No default by the City in observing or performing its obligations under this  
25 Section shall constitute a breach of or default under this Twentieth Supplement for  
26 purposes of any other provision of this Twentieth Supplement.

27 Nothing in this Section is intended or shall act to disclaim, waive, or otherwise  
28 limit the duties of the City under federal and state securities laws.

29 Notwithstanding any provisions in this Twentieth Supplement to the contrary,  
30 the provisions of this Section may be amended by the City from time to time to adapt  
31 to changed circumstances resulting from a change in legal requirements, a change in  
32 law, or a change in the identity, nature, status, or type of operations of the City, but  
33 only if (1) the provisions of this Section, as so amended, would have permitted an  
34 underwriter to purchase or sell Bonds in the primary offering of the Bonds in  
35 compliance with the Rule, taking into account any amendments or interpretations of  
36 the Rule to the date of the amendment, as well as such changed circumstances, and

(2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Twentieth Supplement that authorizes the amendment) of the Outstanding Bonds consent to the amendment or (b) a Person that is unaffiliated with the City and the State of Texas (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in the offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 22: REMEDY IN EVENT OF DEFAULT.** In addition to all rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that if the City (a) defaults in payments to be made to the Debt Service Fund as required by the Twentieth Supplement or the Master Ordinance, (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in the Twentieth Supplement or the Master Ordinance or (c) the City declares bankruptcy, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in the Twentieth Supplement or the Master Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy provided in this Section shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

**SECTION 23: SALE OF BONDS; OFFICIAL STATEMENT APPROVAL.** The Bonds are to be sold by the City to the Purchasers in accordance with a bond purchase agreement (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer, in

1 accordance with Section 4 of this Twentieth Supplement. With regard to such terms  
2 and provisions of the Purchase Contract, the Pricing Officer may come to an  
3 agreement with the Purchasers on the following, among other matters:

- 4 (1) The details of the purchase and sale of the Bonds;
- 5 (2) The details of the public offering of the Bonds by the Purchasers;
- 6 (3) The details of an Official Statement (and, if appropriate, any  
7 Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12  
8 compliance;
- 9 (4) A security deposit for the Bonds;
- 10 (5) The representations and warranties of the City to the Purchasers;.
- 11 (6) The details of the delivery of, and payment for, the Bonds;
- 12 (7) The Purchasers' obligations under the Purchase Contract;
- 13 (8) The certain conditions to the obligations of the City under the Purchase  
14 Contract;
- 15 (9) Termination of the Purchase Contract;
- 16 (10) Particular covenants of the City;
- 17 (11) The survival of representations made in the Purchase Contract;
- 18 (12) The payment of any expenses relating to the Purchase Contract;
- 19 (13) Notices; and
- 20 (14) Any and all such other details that are found by the Pricing Officer to  
21 be necessary and advisable for the purchase and sale of the Bonds.

22 Pricing Officer may execute the Purchase Contract for and on behalf of the  
23 City and as the act and deed of Council.

24 The Mayor and City Clerk of the City may manually or electronically execute  
25 and deliver for and on behalf of the City copies of a Preliminary Official Statement  
26 and Official Statement, prepared in connection with the offering of the Bonds by the  
27 Purchasers, in final form as may be required by the Purchasers, and the final Official  
28 Statement in the form and content as approved by the Pricing Officer or as manually

1 or electronically executed by said officials shall be deemed to be approved by  
2 Council and constitute the Official Statement authorized for distribution and use by  
3 the Purchasers.

4       **SECTION 24: RESERVED.**

5       **SECTION 25: RESERVED.**

6       **SECTION 26: PROCEEDS OF SALE.** Immediately following the delivery  
7 of the Bonds, proceeds of sale (less those proceeds of sale designated to pay costs of  
8 issuance, proceeds of sale designated to fund the Reserve Fund and any accrued  
9 interest received from the Purchasers of the Bonds) shall be deposited with the place  
10 of payment (the "Deposit Agent") for the Refunded Notes identified in the Pricing  
11 Certificate. The proceeds of sale of the Bonds not so deposited with the Deposit  
12 Agent for the refunding of the Refunded Notes shall be disbursed for payment of  
13 costs of issuance, or deposited in the Debt Service Fund for the Bonds, all in  
14 accordance with written instructions from the City or its Financial Advisor. Accrued  
15 interest, if any, received from the Purchasers shall be deposited to the credit of the  
16 Debt Service Fund.

17       Furthermore, appropriate officials of the City in cooperation with the Deposit  
18 Agent are authorized and directed to make the necessary arrangements for the  
19 deposit of funds for the payment of the Refunded Obligations; all as contemplated  
20 and provided in Texas Government Code, Chapter 1207, and the Twentieth  
21 Supplement.

22       Additionally, the Pricing Officer shall determine the amount of any City  
23 contribution to the refunding from moneys on deposit in the interest and sinking  
24 fund(s) maintained for the payment of the applicable Refunded Obligations.

25       **SECTION 27: CONTROL AND CUSTODY OF BONDS.** The Chief  
26 Financial Officer or Interim Chief Financial Officer of the City shall be and is  
27 authorized to take and have charge of all necessary orders and records pending the  
28 delivery of the Bonds, and shall take and have charge and control of the Initial  
29 Bond(s) pending the approval by the Attorney General, the registration by the  
30 Comptroller of Public Accounts and the delivery of the Initial Bond(s) to the  
31 Purchasers.

32       Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial  
33 Officer, Interim Chief Financial Officer, City Clerk, City Treasurer and City  
34 Attorney, any one or more of said officials, are authorized and directed to furnish  
35 and execute such documents relating to the City and its financial affairs as may be

1 necessary for the issuance of the Bonds, the approval of the Attorney General and  
2 registration by the Comptroller of Public Accounts and, together with the City's  
3 financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary  
4 arrangements for printing of definitive Bonds and the delivery of the Bonds to the  
5 Purchasers.

6       **SECTION 28: LEGAL OPINION.** The obligation of the Underwriters to  
7 accept delivery of the Bonds is subject to being furnished a final opinion of Norton  
8 Rose Fulbright US LLP, Attorneys, approving the Bonds as to their validity, said  
9 opinion to be dated and delivered as of the date of delivery and payment for the  
10 Bonds. A true and correct reproduction of said opinion may be printed on the  
11 definitive Bonds or an executed counterpart of the opinion shall accompany the  
12 global Bonds deposited with DTC.

13       **SECTION 29: CUSIP NUMBERS.** CUSIP numbers may be printed or  
14 typed on the definitive Bonds. It is expressly provided, however, that the presence  
15 or absence of CUSIP numbers on the definitive Bonds shall be of no significance or  
16 effect as regards the legality of the Bonds and neither the City nor attorneys  
17 approving the Bonds as to legality are to be held responsible for CUSIP numbers  
18 incorrectly printed or typed on the definitive Bonds.

19       **SECTION 30: PAYMENT AND PERFORMANCE ON BUSINESS**  
20 **DAYS.** Whenever under the terms of the Twentieth Supplement or the Bonds, the  
21 performance date of any provision of the Twentieth Supplement or the Bonds,  
22 including the payment of principal of or interest on the Bonds, shall occur on a day  
23 other than a Business Day, then the performance of such provision, including the  
24 payment of principal of and interest on the Bonds, need not be made on such day but  
25 may be performed or paid, as the case may be, on the next succeeding Business Day  
26 with the same force and effect as if made on the date of performance or payment.

27       **SECTION 31: LIMITATION OF BENEFITS WITH RESPECT TO**  
28 **THE TWENTIETH SUPPLEMENT.** With the exception of the rights or benefits  
29 expressly conferred in the Twentieth Supplement, nothing expressed or contained in  
30 the Twentieth Supplement or implied from the provisions of the Twentieth  
31 Supplement or the Bonds is intended or should be construed to confer upon or give  
32 to any person other than the City, the Holders, and the Paying Agent/Registrar, any  
33 legal or equitable right, remedy, or claim under or by reason of or in respect to the  
34 Twentieth Supplement or any covenant, condition, stipulation, promise, agreement,  
35 or provision contained in the Twentieth Supplement. The Twentieth Supplement  
36 and all of the covenants, conditions, stipulations, promises, agreements, and  
37 provisions of the Twentieth Supplement are intended to be and shall be for and inure

1 to the sole and exclusive benefit of the City, the Holders, and the Paying  
2 Agent/Registrar as provided in the Twentieth Supplement and in the Bonds.

3       **SECTION 32: NOTICES TO HOLDERS WAIVER.** Wherever the  
4 Twentieth Supplement provides for notice to Holders of any event, such notice shall  
5 be sufficiently given (unless otherwise expressly provided in the Twentieth  
6 Supplement) if in writing and sent by United States Mail, first class postage prepaid,  
7 to the address of each Holder appearing in the Security Register at the close of  
8 business on the business day next preceding the mailing of such notice.

9       In any case where notice to Holders is given by mail, neither the failure to  
10 mail such notice to any particular Holders, nor any defect in any notice so mailed,  
11 shall affect the sufficiency of such notice with respect to all other Bonds. Where the  
12 Twentieth Supplement provides for notice in any manner, such notice may be  
13 waived in writing by the Holder entitled to receive such notice, either before or after  
14 the event with respect to which such notice is given, and such waiver shall be the  
15 equivalent of such notice. Waivers of notice by Holders shall be filed with the  
16 Paying Agent/Registrar, but such filing shall not be a condition precedent to the  
17 validity of any action taken in reliance upon such waiver.

18       **SECTION 33: GOVERNING LAW.** The Twentieth Supplement shall be  
19 construed and enforced in accordance with the laws of the State of Texas and the  
20 United States of America.

21       **SECTION 34: EFFECT OF HEADINGS.** The Section headings in the  
22 Twentieth Supplement are for convenience only and shall not affect the construction  
23 of the Twentieth Supplement.

24       **SECTION 35: CONSTRUCTION OF TERMS.** If appropriate in the  
25 context of the Twentieth Supplement, words of the singular number shall be  
26 considered to include the plural, words of the plural number shall be considered to  
27 include the singular, and words of the masculine, feminine or neuter gender shall be  
28 considered to include the other genders. References to an officer or designated  
29 position (e.g., City Manager) include any person acting in that capacity, whether on  
30 an acting, interim or permanent basis.

31       **SECTION 36: SEVERABILITY.** If any provision or the application of any  
32 provision of the Twentieth Supplement to any circumstance shall be held to be  
33 invalid, the remainder of the Twentieth Supplement and the application of the  
34 Twentieth Supplement to other circumstances shall nevertheless be valid, and the

1 City Council declares that the Twentieth Supplement would have been enacted  
2 without such invalid provision.

3       SECTION 37: **PUBLIC MEETING.** It is officially found, determined, and  
4 declared that the meeting at which the Twentieth Supplement is adopted was open  
5 to the public and public notice of the time, place, and subject matter of the public  
6 business to be considered at the meeting, including the Twentieth Supplement, was  
7 given; all as required by Texas Government Code, Chapter 551.

8       SECTION 38: **EFFECTIVE DATE.** The Twentieth Supplement is passed  
9 on one reading as authorized by Texas Government Code, Section 1201.028, and  
10 shall be effective immediately upon its passage and adoption.



**PASSED AND APPROVED**

**CITY OF AUSTIN, TEXAS**

§  
§

September 17, 2020

§

\_\_\_\_\_  
STEVE ADLER  
Mayor

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
ANNE L. MORGAN  
City Attorney

\_\_\_\_\_  
JANNETTE S. GOODALL  
City Clerk

(City Seal)

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EXHIBIT A  
FORM OF PAYING AGENT/REGISTRAR AGREEMENT

DRAFT